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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

SETH AARON MUNOZ, an individual,
Plaintiff,

vs.

COMPLAINT
AND JURY DEMAND

ALLY BANK, a Foreign Corporation;
BARCLAYS BANK DELAWARE, a
Foreign Corporation; EQUIFAX
INFORMATION SERVICES LLC, a
Foreign Limited-Liability Company;
EXPERIAN INFORMATION SOLUTIONS,
INC., a Foreign Corporation; and TRANS
UNION LLC, a Foreign Limited-Liability
Company,

Defendants.

Plaintiff, Seth Aaron Munoz (hereinafter "Plaintiff"), by and through counsel, Cogburn Law, hereby complains against Defendants as follows:

I. PRELIMINARY STATEMENT

1. This is an action for actual, statutory and punitive damages, costs and attorney fees brought pursuant to the Fair Credit Report Act, 15 U.S.C. § 1681 et seq. (hereinafter "FCRA").

1 **II. JURISDICTION AND VENUE**

2 **A. JURISDICTION OF THE COURT**

3 2. The jurisdiction of this Court is conferred by 15 U.S.C. § 1681(p) and 28 U.S.C.
4 § 1367.

5 **B. VENUE**

6 3. Venue is proper pursuant to 28 U.S.C. § 1391 as Defendant does business within
7 the area of the District of Nevada, is subject to the Court's personal jurisdiction and a substantial
8 part of the events giving rise to the claims alleged occurred within the District of Nevada.

9 **III. PARTIES**

10 4. Plaintiff is a natural person and resident of the State of Nevada.

11 5. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1681a(c).

12 6. This matter involves three entities in the business of furnishing credit reports.
13 Equifax, Experian, and Trans Union will be collectively known as the "Credit Bureaus."

14 7. Upon information and belief, Equifax Information Services, LLC (hereinafter
15 "Equifax") is a foreign entity licensed in the State of Georgia and authorized to do business in the
16 State of Nevada.

17 8. Upon information and belief, Defendant Equifax is a "consumer reporting agency,"
18 as defined in 15 U.S.C. § 1681a(f).

19 9. Upon information and belief, Defendant, Experian Information Solutions, Inc.
20 (hereinafter "Experian"), is a foreign entity incorporated under the laws of the State of California
21 and authorized to do business in the State of Nevada.

22 10. Upon information and belief, Defendant Experian is a "consumer reporting
23 agency," as defined in 15 U.S.C. § 1681a(f).
24

1 11. Upon information and belief, Defendant, Trans Union LLC (hereinafter “Trans
2 Union”), is a foreign entity licensed in the State of Illinois and authorized to do business in the
3 State of Nevada.

4 12. Upon information and belief, Defendant, Trans Union, is a “consumer reporting
5 agency,” as defined in 15 U.S.C. § 1681a(f).

6 13. Upon information and belief, Ally Bank (hereinafter “Ally” or “the Furnisher”) is
7 a corporation incorporated under the laws of the State of Delaware authorized to do business in
8 the State of Nevada.

9 14. Upon information and belief, Ally is a furnisher of information under 15 U.S.C. §
10 1681s-2.

11 15. Upon information and belief, Barclays Bank Delaware (hereinafter “Barclays” or
12 “the Furnisher”) is a corporation incorporated under the laws of the State of Delaware authorized
13 to do business in the State of Nevada.

14 16. Upon information and belief, Barclays is a furnisher of information under 15 U.S.C.
15 § 1681s-2.

16 **IV. GENERAL ALLEGATIONS**

17 17. Plaintiff obtained credit though Barclays Bank Delaware (hereinafter the “Barclays
18 Debt”).

19 18. Plaintiff settled the Barclays Debt in May 2020 with a payment of \$1,400, with the
20 payment processed by Barclays in May 2020.

21 19. Barclays’ furnished information to the Credit Bureaus that Plaintiff was late in June
22 2020, where the payment to Barclays had been made the month before.

23 20. The Plaintiff disputed the Barclays matter with each of the Credit Bureaus.
24

21. The Credit Bureaus continued to publish false information in the form of reporting the account as a Charge Off where it was settled for less than full value.

22. Additionally, Plaintiff obtained credit in the form of an auto loan through Ally Financial (hereinafter the “Ally Debt”).

23. Plaintiff settled the Ally Debt with Ally with a payment on January 25, 2020.

24. The payment to Ally was sent certified mail and received by Ally on January 29, 2020, in time for processing prior to the end of the month as January 30 and January 31 were non-holiday weekdays.

25. Ally failed to timely process the payment and note Plaintiff’s account.

26. As a result, Ally furnished information to the Credit Bureaus that Plaintiff was thirty days late in February 2020.

27. Plaintiff was not late in February 2020 because the Ally received the payment in January 2020.

28. Plaintiff disputed the matter with the Credit Bureaus.

29. While Equifax fixed the error, TransUnion and Experian failed to do so

30. Barclay and Ally furnished false information to the Credit Bureaus consistent with the above facts.

31. The Credit Bureaus, Barclays and Ally failed to conduct a thorough investigation into this dispute consistent with the above facts.

V. CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF
Against the Credit Bureaus
(Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681)

32. Plaintiff realleges and incorporates all preceding paragraphs as if fully set out herein.

1 33. The Credit Bureaus violated 15 U.S.C. § 1681e(b) by failing to establish or to
2 follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit
3 report and credit files published and maintained by the Credit Bureaus concerning Plaintiff.

4 34. As a result of this conduct, action and inaction of the Credit Bureaus, Plaintiff
5 suffered damage loss of credit; loss of the ability to purchase and benefit from credit; and the
6 mental and emotional pain, anguish, humiliation, and embarrassment of credit denials.

7 35. The Credit Bureaus' conduct, action and inaction was willful, rendering the Credit
8 Bureaus liable for punitive damages in an amount to be determined by the Court pursuant to
9 15 U.S.C. § 1681n. In the alternative, the Credit Bureaus were negligent, entitling Plaintiff to
10 recover under 15 U.S.C. § 1681o.

11 36. Plaintiff is entitled to recover costs and attorney fees from the Credit Bureaus in an
12 amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.

13 **SECOND CLAIM FOR RELIEF**
14 **Against the Credit Bureaus**
15 **(Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681)**

16 37. Plaintiff realleges and incorporates all preceding paragraphs as if fully set out
17 herein.

18 38. The Credit Bureaus violated 15 U.S.C. § 1681i on multiple occasions by failing to
19 delete inaccurate information in the Plaintiff's credit file after receiving actual notice of such
20 inaccuracies; by failing to conduct a lawful reinvestigation; by failing to forward all relevant
21 information to Ally and/or Barclays; by failing to maintain reasonable procedures with which to
22 filter and verify disputed information in the Plaintiff's credit file; and by relying upon verification
23 from a source the Credit Bureaus had reason to know is unreliable.
24

1 39. As a result of this conduct, action and inaction of the Credit Bureaus, Plaintiff
2 suffered damage by loss of credit; loss of the ability to purchase and benefit from credit; and the
3 mental and emotional pain, anguish, humiliation, and embarrassment of credit denials.

4 40. The Credit Bureaus' conduct, action and inaction was willful, rendering the Credit
5 Bureaus liable for actual or statutory damages, and punitive damages in an amount to be
6 determined by the Court pursuant to 15 U.S.C. § 1681o.

7 41. Plaintiff is entitled to recover costs and attorney fees from the Credit Bureaus in an
8 amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.

9 **THIRD CLAIM FOR RELIEF**
10 **Against Ally**
 (Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681)

11 42. Plaintiff realleges and incorporates all preceding paragraphs as if fully set out
12 herein.

13 43. Ally violated the Fair Credit Reporting Act, 15 U.S.C. § 1681s-2(b) by continuing
14 the Ally Debt representation within Plaintiff's credit file with the Credit Bureaus without also
15 including a notation that this debt was disputed; by failing to fully and properly investigate the
16 Plaintiff's dispute of the Ally Debt representation; by failing to review all relevant information
17 regarding same; by failing to accurately respond to the Credit Bureaus; by failing to correctly
18 report results of an accurate investigation to every other credit reporting agency; and by failing to
19 permanently and lawfully correct its own internal records to prevent the re-reporting of the Ally
20 Debt representations to the consumer reporting agencies.

21 44. As a result of this conduct, action and inaction of Ally, Plaintiff suffered damage
22 by loss of credit; loss of the ability to purchase and benefit from credit; and the mental and
23 emotional pain, anguish, humiliation, and embarrassment of credit denials.

1 45. Ally's conduct, action and inaction was willful, rendering it liable for actual or
2 statutory, and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C.
3 § 1681n. In the alternative, it was negligent entitling the Plaintiff to recover actual damages under
4 15 U.S.C. § 1681o.

5 46. Plaintiff is entitled to recover costs and attorney fees from Ally in an amount to be
6 determined by the Court pursuant to 15 U.S.C. § 1681n and § 1681o.

7 **FOURTH CLAIM FOR RELIEF**
8 **Against Barclays**
9 **(Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681)**

10 47. Plaintiff realleges and incorporates all preceding paragraphs as if fully set out
11 herein.

12 48. Barclays violated the Fair Credit Reporting Act, 15 U.S.C. § 1681s-2(b) by
13 continuing the Barclays Debt representation within Plaintiff's credit file with the Credit Bureaus
14 without also including a notation that this debt was disputed; by failing to fully and properly
15 investigate the Plaintiff's dispute of the Barclays Debt representation; by failing to review all
16 relevant information regarding same; by failing to accurately respond to the Credit Bureaus; by
17 failing to correctly report results of an accurate investigation to every other credit reporting agency;
18 and by failing to permanently and lawfully correct its own internal records to prevent the re-
19 reporting of the Barclays Debt representations to the consumer reporting agencies.

20 49. As a result of this conduct, action and inaction of Barclays, Plaintiff suffered
21 damage by loss of credit; loss of the ability to purchase and benefit from credit; and the mental
22 and emotional pain, anguish, humiliation, and embarrassment of credit denials.

23 50. Barclays' conduct, action and inaction was willful, rendering it liable for actual or
24 statutory, and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C.

§ 1681n. In the alternative, it was negligent entitling the Plaintiff to recover actual damages under 15 U.S.C. § 1681o.

51. Plaintiff is entitled to recover costs and attorney fees from Barclays in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and § 1681o.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that judgment be entered against the Defendant, on all counts, for the following:

1. Declaratory judgment that Defendant's conduct violated the FCRA;
2. Actual damages;
3. Statutory damages;
4. Punitive damages;
5. Costs and reasonable attorney fees; and
6. For such other and further relief as the Court may deem just and proper.

VII. JURY DEMAND

Pursuant to Fed. R. Civ. P. 38(b) and the Seventh Amendment to the United States Constitution, Plaintiff hereby demands a jury trial.

Dated this 30th day of December, 2020.

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